

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN**

In re	)	
	)	Chapter 9
CITY OF DETROIT, MICHIGAN,	)	
	)	Case No. 13-53846
	)	
Debtor.	)	Hon. Steven W. Rhodes
	)	
	)	

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**JOINDER OF SYNCORA GUARANTEE INC.  
AND SYNCORA CAPITAL ASSURANCE INC. TO LIMITED OBJECTION  
OF FINANCIAL GUARANTY INSURANCE COMPANY TO DEBTOR'S  
MOTION PURSUANT TO SECTIONS 105 AND 107(b) OF THE  
BANKRUPTCY CODE FOR AN ORDER AUTHORIZING THE DEBTOR  
TO FILE FEE LETTER UNDER SEAL IN CONNECTION WITH THE  
DEBTOR'S POST-PETITION FINANCING MOTION**

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Syncora Guarantee Inc. and Syncora Capital Assurance Inc. (collectively, "Syncora") hereby joins (the "Joinder") the limited objection of Financial Guaranty Insurance Company dated November 13, 2013 [Docket No. 1686] (the "Limited Objection") to the *Debtor's Motion Pursuant to Sections 105 and 107(b) of the Bankruptcy Code for an Order Authorizing the Debtor to File Fee Letter Under Seal in Connection with the Debtor's Post-Petition Financing* [Docket No. 1521] (the "Motion"). In support of this Joinder, Syncora respectfully states as follows:

1. Syncora entered into that certain confidentiality agreement, dated as of July 9, 2013, by and between Syncora and the City<sup>1</sup> (the “Confidentiality Agreement”).

2. Syncora asserts the arguments set forth in the Limited Objection and incorporates those paragraphs as if fully set forth herein.

3. On multiple occasions on October 21-23, 2013, counsel for Syncora contacted counsel for the City, via telephone and email, requesting copies of the Fee Letter and Engagement Letter. On October 23, 2013, after counsel for Syncora informed counsel for the City that it intended to file a rule 2004 motion seeking, among other things, discovery of the Fee Letter and the Engagement Letter, counsel for the City indicated Syncora should proceed with filing its rule 2004 motion as counsel for the City continued to work to provide copies of the Fee Letter and Engagement Letter to Syncora. The Fee Letter and Engagement Letter have yet to be disclosed to Syncora.

4. As the Limited Objection states in more detail, disclosure of the Fee Letter and Engagement Letter to Syncora on a confidential basis poses no risk of harm to the City or the City’s proposed postpetition lender and will allow Syncora to assess the relief requested in the Financing Motion.

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Limited Objection.

5. For the foregoing reasons and those set forth in the Limited Objection, Syncora respectfully requests that the Court direct the City to provide Syncora with copies of the Fee Letter and Engagement Letter, subject to the terms of the Confidentiality Agreement.

Dated: November 13, 2013     /s/ Ryan Blaine Bennett

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